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# **AGREEMENT**

**Between the**

**SUPERINTENDENT  
WHEATLAND-CHILI CENTRAL  
SCHOOL DISTRICT**

**and the**

**WHEATLAND-CHILI  
FEDERATION OF TEACHERS**

**2009-2012**

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THIS AGREEMENT entered into this 26<sup>th</sup> day of October, 2009, by and between the Superintendent, Wheatland-Chili Central School District, hereinafter called the "District," and the Wheatland-Chili Federation of Teachers, hereinafter called the "Federation."

### **ARTICLE I - RECOGNITION**

- A. The Wheatland-Chili Central School Board of Education, having determined that the Wheatland-Chili Federation of Teachers is supported by a majority of teachers in a unit composed of all professional, regularly employed certified personnel except the Superintendent, Assistant Superintendent for Business, Director of Pupil Personnel Services, Building Principals, Assistants to the Principal, Dean of Students, and substitute teachers, has recognized the Wheatland-Chili Federation of Teachers as the exclusive negotiating agent within the terms of the law for the teachers in such unit, and will grant unchallenged representation to it for the maximum period permitted by law.
- B. Affirmation of No-Strike - Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees' Fair Employment Act," the Wheatland-Chili Federation of Teachers does hereby affirm that:
  - 1. It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
  - 2. This affirmation has been duly authorized by the Executive Committee or Board of the Wheatland-Chili Federation of Teachers.

### **ARTICLE II - PRINCIPLES**

- A. Attaining Objectives - Attainment of objectives of the educational program of the District requires mutual understanding and cooperation among the Board of Education, the superintendent and his/her staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.
- B. Professional Teaching Personnel - It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

### **ARTICLE III - NEGOTIATION PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided through this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving such matters.

**Facts and Views** - All reports and announcements emanating from the negotiations which may be issued to parties outside of the Federation and the District shall be issued only after consultation by both parties.

**Proposals** - It is agreed that the District and the Federation will simultaneously exchange proposals at a mutually agreed upon time.

#### **ARTICLE IV - FAIR DISMISSAL**

A. No unit member shall be dismissed or disciplined except for just cause as provided in this Article.

B. Unit members with more than two years and one day service.

1. If the District is considering the dismissal of the unit member for reasons of classroom performance, the unit member, immediate supervisor, Federation representative designated by the unit member, and superintendent or designee shall meet to discuss improving the unit member's performance in order to continue employment. The unit member shall be provided no less than 80 days to improve that performance.
2. If the District is considering the dismissal of the unit member for reasons other than classroom performance, the unit member, immediate supervisor, Federation representative designated by the Unit member, and superintendent or designee shall meet to discuss the reasons for considering dismissal. This meeting will take place at least seven (7) days prior to the superintendent's recommendation.
3. Following the actions in "B.1." or "B.2." and if the superintendent determines that a recommendation of dismissal is appropriate, the unit member shall be notified of the specific reasons for the recommendation of dismissal, with a copy to the Federation President. Within ten (10) days of receipt of this recommendation, a non-tenured unit member may request submission to arbitration pursuant to Article XIII, Stage 4, herein, provided that the reasons for denial of tenure at the completion of the probationary term shall not be subject to arbitration. Within ten(10) days of receipt of this recommendation a tenured unit member shall select either submission to arbitration pursuant to Article XIII, Stage 4 or to the procedures of Education Law Section 3020-a.
4. This procedure is the sole and exclusive method for the discipline or dismissal of such unit members.

C. Unit members with less than two years and one day service.

In the event that the Superintendent recommends to the Board dismissal of such unit members, the unit member may, within ten (10) school days of receipt of the recommendation, request an appeal to the Board by delivery of a written request for such appeal to the Clerk of the Board. The appeal will be heard in executive session within ten (10) school days of the teacher's request or the Board may designate one or two members to hear the appeal. Presentation of the appeal by the teacher and/or Federation representative(s) shall be followed by a presentation by the Superintendent and/or Superintendent's representative. Within five (5) school days of the appeal, the Board will render its written decision, and may dismiss or retain the unit member or impose a lesser penalty. The Board's decision is not subject to Article XIII, Stage 4, herein. This procedure shall be in lieu of Section 3031 of the Education Law.

D. Any suspension pending arbitration will be with pay unless otherwise permitted under Education Law.

#### **ARTICLE V - CONFIDENTIALITY OR PERSONNEL DISCUSSIONS**

- A. Every effort will be made in insuring that all discussions of the conduct, performance, and/or employment status of unit members engaged in by the administrative staff and/or Board of Education shall be conducted in a private and confidential manner and shall not be conducted in such a manner as to unjustly damage the professional standing of any unit members.
- B. Prior to the administrative staff formally discussing with the Board of Education the conduct or performance of a unit member wherein action is desired, the administrative staff will so notify the unit member and assure that the unit member has an opportunity to present appropriate information to the superintendent for his/her review.

- C. In the event the administrative staff decides, after the above review, to formally discuss with the Board of Education the conduct or performance of a unit member, or if a Board member initiates such discussion without administrative action, the unit member will be advised of such meeting and allowed to attend such meeting for the purpose of presenting to the Board of Education appropriate information prior to the Board's taking action.
- D. Discussions regarding the conduct, performance, and/or employment status of unit members shall be treated in a confidential manner and will be conducted by district administrative staff and/or elected members of the Board of Education.

It is the intent of the parties that matters relating to the conduct, performance, and/or employment status of unit members shall not be discussed in the presence of any member of the student body of the Wheatland-Chili Central School District. This is to include any members of the student body who serve by appointment or by election as student representatives on the Board of Education.

#### **ARTICLE VI - SENIORITY, PROMOTION, TRANSFER**

##### **A. Seniority**

- 1. Seniority shall be computed from the most recent date of hire in the district in a position contained within the definition of the Unit (Article I).
- 2. Seniority shall accumulate only while the teacher is a member of the bargaining unit. Seniority shall not be allowed to accumulate while a unit member is on a personal leave of absence or a child rearing leave. Unit members who are not accumulating seniority because they are on a personal or child rearing leave shall have their seniority frozen from the date the leave commenced until they return to active employment in the District. Teachers shall be allowed to accumulate seniority on all other types of leaves as provided in Article X of this agreement.
- 3. Seniority shall be broken for any of the following:
  - a. Discharge
  - b. Resignation
  - c. Failure to return from leave of absence
  - d. At the expiration of seven (7) years from date of layoff

##### **B. Promotions and Transfers**

- 1. All unit members shall receive written notice (placed in staff mailboxes) of all position openings at least ten (10) days prior to the time the Board acts to permanently fill such position(s). In the event positions become open during the summer, notification will be made by mailing to the address of teachers on file at the close of the school year.
- 2. Interested applicants must apply in writing within ten (10) calendar days from the date of notice of position opening.
- 3. In all cases of promotion and transfers, qualifications of applicants shall be the primary factor in selection. Where qualifications are equal, the most senior teacher who has applied will be selected.
- 4. The provisions of this Article apply only to promotion and transfer within the bargaining unit.

##### **C. Layoff and Recall**

- 1. Layoff shall mean a reduction in force.
- 2. All layoffs shall be made within the tenure of the position abolished.

3. Layoffs shall be made in the following order. The services of the teacher having the least seniority in the system within the tenure of the position abolished shall be discontinued.
4. Recall
  - a. Teachers shall be recalled to a position in which they are certified. Recall shall be by seniority, in accordance with Chapter 2510 of the Education Law.
  - b. Notice of recall shall be sent to the teacher's last known address by registered mail.
  - c. Failure of the recalled teacher to respond in writing by registered letter within fourteen (14) calendar days from date letter of recall was received or failure to return to work on the date agreed, shall constitute resignation from the District.
  - d. Letter of recall from the District shall instruct the teacher being recalled that response must be in writing by registered mail.
5. The period of time on layoff status shall not be credited toward completion of the probationary period.

D. Involuntary Transfer

Involuntary transfer will be primarily based on qualifications. Where qualifications are equal, the least senior teacher will be transferred.

- E. On a per case basis and where circumstances such as where educational consideration is paramount, these procedures may be waived by mutual agreement of the district and the Federation.

**ARTICLE VII - EFFECT ON FUTURE CHANGES**

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Federation, the Board will notify the Federation in writing that it is considering such a change. The Federation president and two other Federation representatives shall meet with the superintendent for the purpose of fully discussing and understanding such a change and resolving any differences. Should any differences remain; the Federation will have the right to meet with the Board to resolve these differences, provided it makes a request within ten (10) school days after the meeting with the superintendent. When the differences are resolved, the Board and the Federation agree to assist in the implementation of the change.

**ARTICLE VIII - COMPENSATION**

A. Salary

1. Unit members shall be paid in accordance with the salary schedules set forth as Appendix A.
2. Part-time unit members employed on a .5 or more basis who remain employed in the following school year in part-time service will be moved one step on the salary schedule.
3. Part-time unit members who are first appointed to a full-time probationary appointment immediately following their part-time service shall receive pro-rated credit for the part-time service, rounded off to the nearest whole step, for salary step placement.
4. Teachers will have the opportunity to select a 21 or 20/6 salary plan.
5. Remuneration will occur biweekly on a schedule established by working backward from the close of the school year and will include a first pay within the first two weeks of the school year.
6. Staff members shall be permitted to substitute for an absent teacher on a voluntary basis and at the discretion of the building principal in the area of their certification or competency at the rate \$25.70 for 2009-10; \$26.40 for 2010-11, and \$27.15 for 2011-12.

7. If at the expiration of the contract on June 30, 2012, no successor agreement has been concluded, unit members will forego one half of their respective increments for the subsequent year. For its part, the District will pick up the unit member's share of his/her health and a dental premium payment until the new contract is ratified by both parties. If the new contract is ratified by both parties by December 31, 2012, the District will be entitled immediately to recover the unit member's share of premiums. If the negotiations extend beyond that date, all premiums will still be recoverable, but on a schedule spread over a period of time equal to that which will have elapsed since June 30, 2012. The same formula applies if the unsettled contract goes into yet another year.

**B. Graduate Tuition Reimbursement**

1. Within thirty (30) school days of filing a properly verified claim unit members shall be reimbursed for tuition expenses. The verified claim must be filed with the District within thirty (30) school days of the unit member's receipt of notification of successful completion of the graduate course. The claim for reimbursement shall not exceed six (6) credit hours in any one year and shall be limited to sixty (60) graduate hours beyond a bachelors degree at a rate not exceeding the amount charged by Nazareth College for graduate course tuition on a credit hour basis or twelve (12) credit hours in any one year not to exceed the amount charged by SUNY for graduate course tuition on a credit hour basis. Graduate hours up to sixty (60) hours must be taken in a recognized educational institution.
2. Tuition vouchers will be used if available. The cooperating teacher will have first refusal.
3. Teachers must return to regular employment for one full school year after the semester in which the course(s) is completed or refund the District 50% of the reimbursement. The Superintendent may waive this upon request. This section applies to voluntary separations only.

**C. Inservice Hours**

1. Unit members who participate in any in-service course offered by the District, other than a personal interest course, shall be compensated at the rate of \$24.05/hour for 2009-10, \$24.75/hour for 2010-11, and \$25.40/hour for 2011-12.

Such in-service course may be offered through BOCES under cooperative service (COSER) arrangements, other training providers, and/or the Wheatland-Chili Teacher Center.

For each school year that the District agrees to serve as the LEA for the Wheatland-Chili Teacher Center by signing the grant proposal and the New York State awards the grant, the District will authorize \$15,000 annually, if claimed by voucher, for in-service courses to be taken through the Wheatland-Chili Teacher Center. The District shall notify the Teacher Center Policy Board prior to June 30 of each school year of its in-service priorities for the subsequent school year. The Teacher Center Policy Board will determine the Teacher Center's in-service offerings and identify any that are personal interest in nature and therefore ineligible for compensation.

**D. Summer Employment**

The daily rate of 1/200 of the salary schedule in effect shall be paid, providing the assignment is within the teacher's normal duties or regularly assigned professional responsibilities. A teacher performing curriculum development work during the summer shall be paid at the rate of \$28.80/hour for 2009-10, \$29.60/hour for 2010-11, and \$30.40/hour for 2010-12.

**E. CSE Summer Meetings**

Unit members attending a CSE meeting during the summer shall be paid at the rate of \$28.80/hour for 2009-10, \$29.60/hour for 2010-11, and \$30.40/hour for 2010-12 (minimum 2 hours).



F. Coaching and Extra Curriculum Compensation

1. Athletic Director. The Athletic Director shall be compensated on the appropriate step of the Curriculum Leader schedule per year for this position and shall have one period of release time per day to accomplish these duties.
2. Staff members appointed by the Board of Education to the following coaching positions shall be compensated on a ten(10) step schedule (base plus nine(9) increments) given the following base for each year and increment:

<u>Activity</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>Increment</u> <u>Cost</u>
Baseball, Modified	1,955	2,004	2,054	50
Baseball, Jr. Varsity	2,621	2,687	2,754	50
Baseball, Varsity	3,251	3,332	3,415	50
Basketball(B), Modified	1,955	2,004	2,054	50
Basketball(B), Jr. Varsity	4,453	4,564	4,678	50
Basketball(B), Varsity	5,420	5,556	5,695	100
Basketball(G), Modified	1,955	2,004	2,054	50
Basketball(G), Jr. Varsity	4,453	4,564	4,678	50
Basketball(G), Varsity	5,420	5,556	5,695	100
Cheerleading, Jr. Varsity	2,621	2,687	2,754	50
Cheerleading, Varsity	3,251	3,332	3,415	50
Cross Country, Modified	1,955	2,004	2,054	50
Cross Country(B), Varsity	3,251	3,332	3,415	50
Cross Country (G), Varsity	3,251	3,332	3,415	50
Golf	3,251	3,332	3,415	50
Soccer(B), Modified	1,955	2,004	2,054	50
Soccer(B), Jr. Varsity	2,621	2,687	2,754	50
Soccer(B) Assistant	2,621	2,687	2,754	50
Soccer(B), Varsity	3,251	3,332	3,415	50
Soccer(G), Modified	1,955	2,004	2,054	50
Soccer(G), Jr. Varsity	2,621	2,687	2,754	50
Soccer(G) Assistant	2,621	2,687	2,754	50
Soccer(G), Varsity	3,251	3,332	3,415	50
Softball, Modified	1,955	2,004	2,054	50
Softball, Jr. Varsity	2,621	2,687	2,754	50
Softball, Varsity	3,251	3,332	3,415	50
Swimming, Modified	1,955	2,004	2,054	50
Swimming Assistant, Modified	1,339	1,372	1,406	50
Swimming, Jr. Varsity	4,453	4,564	4,678	50
Swimming, Varsity	5,420	5,556	5,695	100
Tennis, Modified	1,955	2,004	2,054	50
Tennis, Jr. Varsity	2,621	2,687	2,754	50
Tennis, Varsity	3,251	3,332	3,415	50
Track, Modified	1,955	2,004	2,054	50
Track Assistant	2,621	2,687	2,754	50
Track(B), Varsity	3,251	3,332	3,415	50
Track(G), Varsity	3,251	3,332	3,415	50
Volleyball, Modified	1,955	2,004	2,054	50
Volleyball, Jr. Varsity	2,621	2,687	2,754	50
Volleyball, Varsity	3,251	3,332	3,415	50

The stipend for any new coaching position will be mutually agreed upon by a committee of two representatives of the district and two representatives of the Association.

3. Staff members appointed by the Board of Education to the following activity advisory positions shall be compensated on a five (5) step schedule (base plus four (4) increments) given the following base (for each year) and increment:

<u>Activity</u>	<u>Base 2009-10</u>	<u>Base 2010-11</u>	<u>Base 2011-12</u>	<u>Increment Cost</u>
Academic Bowl, Middle School	1,130	1,158	1,187	\$50
Art Club	1,697	1,739	1,782	50
Bicycle Club/Archery	1,174	1,203	1,233	50
Bookstore, Elementary	954	978	1,002	50
Bookstore, Middle/Senior High	954	978	1,002	50
Class Advisors:				
9th	1,412	1,447	1,483	50
10th	1,412	1,447	1,483	50
11th	1,848	1,894	1,941	50
12th	2,031	2,082	2,134	50
Chemical Hygiene Officer	808	828	849	50
Drama, Middle School	1,065	1,092	1,119	50
Drama Director, Senior High	1,691	1,733	1,776	50
Technical Director, Senior High	1,050	1,076	1,103	50
Essence	1,697	1,739	1,782	50
Environmental Club, Elementary	1,697	1,739	1,782	50
Future Business Leaders of America	1,697	1,739	1,782	50
Interact Club	1,697	1,739	1,782	50
International Club, Middle/Senior High	1,697	1,739	1,782	50
Jazz Band Instructor, Senior High	1,439	1,475	1,512	50
Jazz Club, Middle School	1,174	1,203	1,233	50
Marching Band	2,873	2,945	3,019	50
Masterminds, Junior Varsity	1,394	1,429	1,465	50
Masterminds, Varsity	1,697	1,739	1,782	50
Model U.N. Club	1,697	1,739	1,782	50
Musical Director, Elementary	2,741	2,810	2,880	50
Assistant Musical Director	1,595	1,635	1,676	50
Technical Director	1,595	1,635	1,676	50
Musical Director Middle School	2,741	2,810	2,880	50
Assistant Musical Director	1,595	1,635	1,676	50
Technical Director	1,595	1,635	1,676	50
Artistic Director – Senior High	1,855	1,901	1,949	50
Producer	625	641	657	50
Technical Director	1,595	1,635	1,676	50
Vocal Director	1,855	1,901	1,949	50
Musical Choreographer	1,439	1,475	1,512	50
Musical Rehearsal Accompanist	1,199	1,229	1,260	50
National Honor Society, Middle School	1,043	1,069	1,096	50
National Honor Society	1,043	1,069	1,096	50
Newspaper, Middle/Senior High	1,827	1,873	1,920	50
Odyssey of the Mind, Elementary	1,697	1,739	1,782	50
Pit Band Director	1,439	1,475	1,512	50
SADD Club	1,697	1,739	1,782	50
Safety Patrol, Elementary	1,697	1,739	1,782	50
Science Club	1,412	1,447	1,483	50
Ski Club, Middle School	1,174	1,203	1,233	50
Ski Club, Senior High	1,174	1,203	1,233	50
Story Telling Club, Elementary	954	978	1,002	50

Story Telling Club, Elementary	954	978	1,002	50
Student Ambassador Club, JR	831	852	873	50
Student Council, Elementary	1,697	1,739	1,782	50
Student Council, Middle School	1,697	1,739	1,782	50
Student Council, Senior High	2,218	2,273	2,330	50
Theater Club, Middle School	1,697	1,739	1,782	50
Weight Room	1,412	1,447	1,483	50
Yearbook, Elementary	1,827	1,873	1,920	50
Yearbook, Middle School	1,827	1,873	1,920	50
Yearbook, Senior High	3,614	3,704	3,797	50
Youth-to-Youth, Middle School	1,697	1,739	1,782	50

The stipend for any new activity will be mutually agreed upon by a committee of two representatives of the District and two representatives of the Federation.

4. The District and Federation agree to jointly promote unit member sponsorship of inter-scholastic sports, clubs, activities, and intramurals.
5. Staff members appointed by the Board of Education to supervise the following intramural activities shall be compensated at the rates indicated:

<u>Activity</u>	<u>Estimated Meetings</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Archery	15 3/week	\$1,171	\$1,204	\$1,238
Basketball (Sr. High Boys)	20 2/week	1,561	1,605	1,650
Flag Football	12 2/week	937	963	990
Volleyball (Sr. High Coed)	20 2/week	1,561	1,605	1,650
Fall Elementary – 2 positions	15 2/week	1,171/position	1,204/position	1,238/position
Winter Elementary – 2 positions	15 2/week	1,171/position	1,204/position	1,238/position
Spring Elementary – 2 positions	15 2/week	1,171/position	1,204/position	1,238/position
Per Session Rate		\$78/session	\$80/session	\$82/session

Other intramural activities authorized by the district shall be compensated at a rate comparable to those listed above. Further, the above activities, if changed in duration, shall have their rates adjusted appropriately.

6. All sports schedules and school activities scheduled in the evenings, weekends, or off school grounds shall be approved in advance by the Board of Education or their designated representative. The Athletic Director shall create the chaperone schedule for athletic events under supervision of the superintendent or designee.

Chaperones assigned to these approved events shall receive \$75.00 for home or away events upon the receipt of an approved claim voucher.

#### G. Career Increment

1. Teachers in their twentieth year of teaching and who have taught fifteen years at Wheatland-Chili will receive a career increment as follows: \$1,621

Teachers in their twenty-fifth year of teaching who have taught fifteen years at Wheatland-Chili will receive a career increment as follows: \$2,478

Teachers in their thirtieth year of teaching who have taught fifteen years at Wheatland-Chili will receive a career increment as follows: \$3,262

## 2. Retirement Incentive

### A. Retirement Incentive - Sick Leave

Unit members who retire from the Wheatland-Chili Central School District and who meet the conditions outlined below will be eligible for a payment of \$40 per day for all unused accumulated paid sick days. In no event will this amount exceed \$7,500. The conditions are:

- a. Twenty (20) years of credited service with the New York State Teachers' Retirement System
- b. Minimum of fifteen (15) years of employment in the District
- c. Full-time employee
- d. Letter of resignation must be filed by February 1<sup>st</sup> of the school year in which the unit member will retire
- e. The unit member has not elected the retirement incentive benefit under Article VIII(G)(2)(B)

This incentive payment shall be paid in a single check to the employee no later than 30 days after the effective date of his/her retirement.

### B. Retirement Incentive/Extended Service Incentive

To be eligible the teacher must apply for the special summer assignment for senior staff and submit a resignation no later than March 1 in the year immediately preceding his/her final year of service. The final year of service for purposes of this section is defined as the school fiscal year (July 1 to June 30 or the summer immediately following) in which the teacher with at least 20 years of teaching service is first eligible to retire under NYSTRS. A teacher who will meet the eligibility criteria for retirement on or before August 31st shall be eligible to retire at the end of the immediately preceding school semester, June 30<sup>th</sup>. The resignation must be effective on June 30 of the final year of service. Any teacher who fails to apply for the special summer assignment for senior staff on or before March 1 preceding his/her final year of service as defined above shall thereafter be ineligible for both the special summer assignment for senior staff and the extended service incentive.

Each eligible teacher who applies for the special summer assignment will be assigned and perform one month (20 days) of professional service during the months of July and August preceding the final year of service. The teacher will choose one of the following options as compensation for this assignment:

- a. A 10% adjustment to his/her salary for the remainder of the year immediately preceding the final year of service and shall be eligible for the special summer assignment. This 10% salary adjustment shall be based on the annual contract salary of the teacher and shall be applied to the remaining pays from March 1 through June 30 of the year in which the teacher submits the resignation.

Should the retirement plans of the teacher submitting his/her resignation change at any point up to June 30<sup>th</sup> of the final year of service as defined above, any and all moneys paid under this clause will be returned to the district in full and the teacher will be responsible for any tax impact caused by such a change. Should the teacher working under the conditions described in this clause die at any point after submitting the resignation letter and before completing the final year of service as defined above, any and all additional moneys paid under this clause will be returned to the district, using if necessary the proceeds from the term life policy provided under this contract (Article IX, B). In the event that repayment to the district must occur as a result of the failure of the teacher to retire as planned, repayment may be arranged from future salary to be earned or in a lump sum payment. The decision as to how to process repayment will be made by the teacher. In no event shall repayment take longer than 12 months after the original anticipated date of retirement. In the event that repayment to the district must occur as a result of the death of the teacher prior to the last day of school of the final year of service, payment shall be made from the term life policy proceeds provided in Article IX, B.

The final compensation for this special assignment will be 10% of the teacher's final annual salary paid in equal installments during the final year of service. Once completed, the 10% compensation for this special summer assignment shall remain the teacher's and shall not be subject to the repayment provisions described above.

**OR**

- b. The compensation for this special summer assignment will be 20% of the teacher's final annual salary paid upon completion of the final year of service

**OR**

3. Extended Service Incentive. In lieu of the special summer assignment for senior staff, the Board of Education may offer any teacher it wishes to retain an extended service incentive. The incentive shall consist of progressively 2, 4, 6, 8, and 10% increments added to the teacher's regular salary in each of the five years following the final year of service as defined above. If the teacher accepts the extended service incentive, the special summer assignment for senior staff will be waived. Any teacher who accepts the extended service incentive may elect to retire before the completion of the five year service incentive but in any event shall retire upon completion of the five years of extended service.

H. Classes to Students

When the District offers classes to students, such as tutorial classes, review classes, or classes for "at risk" students, outside of the normal school day, the District must make the positions available to all qualified unit members. Participating teachers shall be compensated at the following rate: 2009-10, \$41 per hour; 2010-11, \$42 per hour; 2011-12, \$43 per hour.

I. Teacher Mentors

Teachers serving as mentor teachers shall be compensated for work done with an assigned intern at the rate of \$1,273 for 2009-10; \$1,309 for 2010-11; and 1,346 for 2011-12.

**ARTICLE IX - HEALTH & LIFE INSURANCE**

A. Health Insurance

1. Coverage

- a. A comprehensive health insurance program including Blue Cross/Blue Shield and Blue Million Major Medical with full outpatient rider and prescription drug rider is offered to all full time professional staff members enrolled in that plan as of November 5, 1997.
- b. Effective March 1, 2006, Blue Point 2 Select will be offered to all full time professional staff.
- c. The coverage described in (a) above shall be provided through the Rochester Area School Health plan (RASH). In the event the RASH plan and/or Blue Point 2 Select plan is no longer in existence the District will meet with the Federation to discuss replacement with another mutually agreeable plan. In the event such plan is not agreed to before the RASH plan or Blue Point 2 Select plan ends, the District will provide Blue Choice until another plan or Blue Choice is agreed to.

2. District Contribution

The District shall pay 95% of the Blue Point 2 Select Plan premium cost for eligible employees. For any other plan chosen, the District will contribute up to the amount of the Blue Point 2 Select Plan.

Effective July 1, 2010, the District shall pay 92.5% of the Blue Point 2 Select Plan premium cost for eligible employees. For any other plan chosen, the District will contribute up to the amount of the Blue Point 2 Select Plan.

Effective July 1, 2011, the District shall pay 90% of the Blue Point 2 Select Plan premium cost for eligible employees. For any other plan chosen, the District will contribute up to the amount of the Blue Point 2 Select Plan.

3. Plan Administration

- a. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.
- b. On an annual basis, prior to February 1, representatives of the Federation, the Superintendent, and the District's representative to the Plan's Board of Directors will meet and review the District's experience in the Plan and the Plan's performance.

B. Life Insurance

Term insurance shall be offered to all faculty in the amount of \$20,000 with the costs of such a policy to be shared equally between the District and the teachers. It should be emphasized that participation in such a plan is on a voluntary basis as far as teachers are concerned. If permitted by the insurance carrier, unit members may add units equal to \$10,000 at their own expense.

C. Dental Insurance

The District agrees to provide a district sponsored dental expense reimbursement program to all unit members. The schedule of benefits shall be that provided by the Blue Cross-Blue Shield Smile Saver II Program, with 80% of the Schedule of Allowances for preventive and diagnostic services and as provided for restoration services. The annual maximum per covered person shall be \$500. The District shall pay 75% of the premium costs.

D. Flexible Benefits

The District will establish a flexible benefit program, at the discretion of and funded by the unit member for the following expenses: HMO premium, health insurance premiums, dental insurance premium, group life insurance premiums, child care expenses, out-of-pocket medical or dental expenses. The flexible benefit program will be subject to IRS approval. The District will pay \$200 family and 2 person and \$150 single annually to each unit member's plan. (See Section F. for 2010-11 and 2011-12)

Eligible unit members who elect not to take health insurance from the District will receive an annual stipend of \$500 (\$250 in January and \$250 in September). In the event the unit member, due to unforeseen circumstances, must rejoin the District's health insurance plan, any stipend will be prorated accordingly. (One unit member must drop family coverage for this clause to be effective.)

The District will schedule a meeting with the health plans provided for all unit members to explain the plans, comparison benefits, and a 125 plan. This meeting will be scheduled within the first ten weeks of the beginning of the school year.

For unit members who choose to participate in the flexible benefit plan, it will be the unit member's sole responsibility for obtaining and submitting all completed forms on an ongoing basis but not later than June 15<sup>th</sup>. The unit member acknowledges that the district will follow provisions of the plan that specify that the late forms will not be accepted and that unclaimed funds at the end of the plan year are forfeited.

E. Retirement Award - Health Insurance

The cost of 100% of the health insurance plan in effect at the time of retirement will be borne by the District on behalf of employees with a minimum of ten (10) years full-time service in this District who retired prior to July 1, 1995.

Retirees with a minimum of ten (10) years full-time service in the district who retire on or after July 1, 1995 will pay the same percent of the premium that they paid at the time of their retirement.

In all cases, if the retiree's spouse is eligible for the same benefit or when there is duplication of coverage elsewhere, this provision in the contract shall be waived. When duplication ceases, the retiree would then be eligible.

The District will pay the supplemental rate for the retiree once they become eligible for Medicare. The District will continue to pay the premium rate for eligible dependents. Once a dependent becomes Medicare eligible, the District will pay the supplemental rate for this dependant.

F. 105 Plan

A 105 Plan shall be established effective July 1, 2010. The District will contribute \$100 per employee in addition to the employer flexible benefit contribution listed in Section D above. District contributions to the Flexible Benefit plan will cease but employees will have the opportunity to contribute to this plan.

Effective July 1, 2011 the District shall contribute the following to the 105 Plan:

Family	\$400
Single	\$350

**ARTICLE X - LEAVES OF ABSENCE**

A. Sick Leave

1. All full time teachers and long term substitutes will be allowed fifteen (15) days sick leave for each year in the District. Days unused will accumulate to the credit of the teacher to a maximum of one-hundred eighty-seven (187) days.
2. For serious long-term disability of more than three(3) months duration, the district will, under the following circumstances, grant the employee additional sick leave:
  - a. Upon the exhaustion of the employee's accumulated sick leave, the District will provide additional sick leave up to an amount equal to the employee's accumulated sick leave balance at the time of onset of disability.
  - b. Such additional sick leave grant shall not in any event extend the period of disability beyond one year.
  - c. No recipient teacher shall receive more sick days than are utilized during the period of disability.
  - d. Where this plan is utilized, there shall be no interruption of salary payments during the period of disability.
  - e. A physician's report may be required by the District prior to or during the award of such benefit; if examination and report are directed to be made by the District's physician, that examination and report will be at the District's expense.

3. When absence due to prolonged illness exceeds these provisions, additional days may be allowed at the discretion of the superintendent providing a physician's statement has been filed with the superintendent and upon approval of the Board of Education; the teacher, in such case, will receive either full salary or the difference between her or his salary and the beginning rate of a substitute for the current school year.

#### B. Personal Business

1. All full time teachers except substitutes shall be granted up to three (3) days per year with full pay for personal business. The personal business must be of such nature that it cannot be conducted at a time when school is not in session: i.e., appearance in court, house closing, children's college graduation, religious holidays, etc. Such leave for personal business shall not be deducted from sick leave time. Prior notice of one week except in extenuating circumstances is required to the superintendent. Personal leave days shall not be used for hunting, fishing, shopping, or recreational purposes.
2. Personal days shall not be taken the day before or the day after a holiday or vacation for the purpose of extending the holiday or vacation period.
3. Unused personal days shall be accumulated into a teacher's unused sick leave total.

#### C. Childbearing and Child Rearing Leave

##### 1. Childbearing Leave

As soon as practicable after diagnosis of a pregnancy by a teacher's doctor, or no later than six months after pregnancy, the teacher will notify the superintendent of the expected date of onset of the period of disability due to pregnancy. At a date determined by the teacher and her attending physician, the teacher may apply for and will receive a leave of absence due to disability by reason of pregnancy. Such disability leave will continue until the disability period is terminated. Teachers may elect to use all, part, or none of their accumulated sick days while on childbearing leave. If the teacher elects to use all or part of her accumulated sick days, she must so request in writing to the superintendent prior to the start of the childbearing leave. The onset and termination dates of this disability shall be determined by the teacher and her doctor. The teacher shall provide to the District the date indicated by her doctor when she can anticipate returning to her teaching responsibilities. Every effort will be made to give as much advance notice as possible of the return date.

##### 2. Child Rearing Leave

- a. A teacher may apply for and will receive an unpaid leave of absence for the purpose of child rearing for a period of time not to exceed two (2) years. This leave will commence with the termination of childbearing leave under paragraph 1 of this section or the date of adoption of a child.
- b. A teacher will return from this leave with all rights, privileges, and benefits to which that teacher was entitled at the onset of such leave provided the teacher submits thirty (30) days advance written notice to the District of the intent to return. The District may waive this notice upon the request of the teacher. Such waiver will not be unreasonably withheld.
- c. Up to three (3) days with pay may be taken by a unit member for the legal proceedings associated with the teacher's adoption of a child.

#### D. Bereavement Leave

In case of death in the immediate family as defined below, three days with full salary shall be allowed as needed for each occurrence. The immediate family shall be defined as mother, father, spouse, domestic partner, son or daughter, brother, sister, mother or father-in-law, grandparents, son or daughter-in-law, or any other person permanently residing in the home.



E. Illness in Family

In the case of serious illness in the immediate family, one to three days with full salary shall be allowed as needed for each occurrence. The total in any one year shall not exceed ten (10) days and days used shall not be deducted from sick leave. The immediate family shall be defined as mother, father, spouse, domestic partner, children, or any other person permanently residing in the home.

F. Personal Leave of Absence

A leave of absence without pay or increments may be granted for personal reasons (research, travel, study, etc.) at the discretion of the Board. The teacher must provide ninety (90) days advance notice to the District of the intent to return. The District may waive this notice upon the request of the teacher. Such waiver will not be unreasonably withheld.

G. Military Leave

Military leave shall be granted to any teacher as provided by military law.

H. Family and Medical Leave Act

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

## **ARTICLE XI - SABBATICAL LEAVE**

The district may grant up to two (2) Sabbatical Leaves each year for the purpose of study, travel, or other educational activities, after recommendations by the superintendent and approval by the Board. In order to be eligible to apply for and receive a Sabbatical Leave, a teacher shall meet the following criteria:

1. A teacher shall have completed five (5) years of continuous service in the District.
2. a. The course of study shall lead to an advanced degree for which the teacher is enrolled;  
or  
b. The course of study, travel, or educational activity would offer some immediate direct benefit to the district.

A Sabbatical Leave shall consist of a paid leave of absence for a full school year at half-pay or a paid leave of absence for a half-school year at full pay.

Applications shall be due on January 1 of the year preceding the proposed leave. Written notification of the grant or denial shall be made to all applicants by March 1 of the year preceding the proposed leave. A form shall be developed by the Federation and the District to demonstrate the contractual criteria for Sabbatical Leave.

The screening committee shall be made up of two Board members, the superintendent, either the elementary or the secondary school principal, and one (1) representative appointed by the president of the Federation.

The unit members selected agree to complete two (2) year of service to the district upon return from sabbatical leave or to return that prorated portion of salary received during the leave of the portion of the two (2) years service obligation not completed. This requirement may be waived by the mutual agreement of the district and the unit member.

## **ARTICLE XII - EDUCATIONAL CONFERENCES**

Each building principal will meet with a committee of two (2) members appointed by the Federation to evaluate requests for attending educational conferences from their respective buildings. No request will be approved or disapproved by the principal without consultation with this committee.

As far in advance of the conference or workshop as possible, the teacher must submit a statement to the principal and the committee indicating the following:

1. Name of applicant
2. Nature of conference
3. Duration of conference
4. Estimated cost of attendance at conference

The teacher shall submit a brief written summary of the conference workshop to the building principal following attendance at that conference/workshop.

Monies budgeted for conferences and workshops may not be used for any other purposes without the express approval of the superintendent. Should, at any time, it become necessary to reallocate these monies because of financial necessities of the building or district, the Federation shall be informed of the reasons therefore before such allocation is made.

### **ARTICLE XIII - GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of this agreement.
2. Immediate Supervisor shall mean the appropriate building principal.
3. Chief School Officer is the superintendent.
4. Aggrieved Party shall mean any person or group of persons in the bargaining unit filing a grievance.
5. Party in Interest shall mean any person named in a written grievance who is not the aggrieved party.

#### **B. Procedures**

1. Except at the informal stage, all grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred. The grievance shall be signed by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure.
3. Nothing contained herein will be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, through Stage 3, providing that the adjustment is not in violation of the terms of the Agreement.
4. If a grievance affects a group of teachers or is system wide, it may be submitted by the Federation directly at Stage 2 described below. General grievances will be signed by the Federation President or his designee.
5. Grievance hearings shall be conducted at a time mutually convenient to the parties.
6. For the purposes of grievance hearings and arbitration hearings, the Federation agrees to make reasonable efforts to have unit members cover for any teacher absent from a class for the purposes of attending such hearing. Such coverage shall be voluntary and at no cost to the District.
7. The District and the Federation agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records, other than confidential placement folders, concerning the alleged grievance.

8. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of the Agreement.
9. An aggrieved party can initiate or continue to process a grievance with or without support of the Federation through Stage 3.

C. Time Limits

1. Any grievance will be deemed waived unless such grievance is presented to the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. If the District fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go to the next level. The time limits specified for either party may be extended only by mutual agreement.

D. Stage 1

1. A teacher having an alleged grievance shall discuss it with the supervisor either directly or through a representative with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within two (2) school days after the date of the discussion in the preceding sentence. Within two (2) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision in writing and present the answer to the teacher. If the teacher submits the grievance through a representative, the teacher must be present during any discussion of the grievance.

Stage 2

1. If the grievance is not resolved informally, such grievance shall, within fifteen (15) school days from the date of the supervisor's decision (in paragraph 1 above) be reduced to writing and submitted to the Chief School Officer. Such written grievance shall be in a form provided by the Federation and shall give all information described in Section (8), paragraph 1 above.
2. Within five (5) school days from the date the written grievance was received, the Chief School Officer shall have a hearing with the Aggrieved Party and a representative, if any.
3. No later than the end of the fifth school day following the day of the hearing, the Chief School Officer will render his/her decision thereon, in writing, and present it in duplicate, to the Aggrieved Party.

Stage 3

1. If the Aggrieved Party is dissatisfied with the decision at Stage 2, the grievant may, within ten (10) school days of the date the aggrieved party received the Stage 2 decision, submit the grievance to the Board of Education.
2. The Board shall, within fifteen (15) school days of the date the written appeal was received, hold a hearing with the aggrieved party and a Federation representative, if any. If either party requests it, the hearing shall be held in executive session.
3. No later than the end of the fifth school day following the close of the hearing, the Board shall render its decision thereon, in writing, and present it, in duplicate, to the Aggrieved Party.

#### Stage 4 - Arbitration

1. If the Federation is dissatisfied with the decision of Stage 3 and believes the grievance to be meritorious, the grievance may, within ten(10) school days of the date the aggrieved party received the Stage 3 decision, be submitted to Arbitration. Notice of intent to arbitrate must be in writing and sent to the Chief School Officer.
2. The Federation shall request the American Arbitration Association to furnish it, and the Chief School Officer, with identical lists of persons eligible to serve as Arbitrator. Such request must be made within five(5) school days of the date notice of intent to arbitrate was sent to the Chief School Officer.
3. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accord with the rules established by the AAA.
4. The decision of the arbitrator shall be final and binding on all parties.
5. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
6. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the district and the Federation.
7. Teachers directly involved or who are needed as witnesses in arbitration hearings during the regular school day shall be released with full pay.
8. The cost of fees of any person(s), whether employees of the district or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.
9. The Arbitrator shall have no authority to add to, subtract from, or in any manner, alter the specific terms and provisions of this contract or to make any award requiring the commission of any act prohibited by law or violate any of the terms and provisions of the contract. The Arbitrator is authorized to decide only the issue(s) submitted to him/her.
10. The Arbitration Award shall be delivered to both parties within thirty (30) days of the date the record was closed.

#### ARTICLE XIV - WORK YEAR - WORK DAY

- A. The work year shall consist of not more than 187 work days (use of days to be discussed during calendar process). Holidays and vacation periods for unit members shall be determined in accordance with the District Superintendent's BOCES calendar.

If, due to emergency school closings, the school year should drop below 180 days, it will be the responsibility of the superintendent and the Federation president to schedule make-up days.

- B. The work day for unit members shall consist of 7 1/2 hours, which shall include a 30-minute duty-free lunch period. Additional time will be devoted to preparation, planning, student help, grading papers, etc., as the teacher professionally deems necessary and appropriate.

C. Emergency Closings

If conditions such as weather, sickness, plant failure, require the superintendent to officially close the schools, teachers will be paid a full salary for the period of such official closing.

- D. The last work day for the elementary school shall be a non-student day. The Superintendent will inform the staff of any calendar changes in regard to the last week of school by May 1<sup>st</sup> of each year.

E. Job Sharing

1. Based upon the recommendation of the Superintendent, the Board of Education may approve job-share requirements based upon these two(2) principles:
  - a. There shall be no detrimental effects on students and/or programs.
  - b. The District shall incur no additional expenses.
2. Job sharing will be based on the following structure:
  - a. Job sharing shall be defined as two (2) unit members sharing one (1) full-time position. Job sharing assignments shall be filled by unit members who have agreed to work together under a mutually developed plan.
  - b. Job sharing positions may be available to unit members who have indicated to the Superintendent in writing by March 1 the desire to share a position. For positions in 2003, the date for notification to the Superintendent is June 1.
  - c. Job sharers shall complete a written application of job-sharing arrangements to the building principal and Superintendent for approval. Responsibilities of a shared assignment must be specified in the application. The application shall include, but not be limited to, all professional duties, attendance at meetings, parent conferences, etc. The decision to make specific classroom assignments rests with the building principal, subject to recommendations of the Superintendent and approval of the Board.
  - d. Job-sharing assignments shall have a duration of one year. By March 1, job-sharers must notify the Superintendent in writing if they plan to continue or discontinue the job-sharing assignment for the following September, subject to recommendations of the Superintendent and the approval of the Board.
  - e. Unit members sharing a position shall receive a salary prorated according to the time each works.
  - f. Medical, dental, and all other benefits shall be granted to the job sharers on a prorated basis according to the time each teacher works.
  - g. Unit members shall retain the full seniority earned prior to becoming a job-sharer. Additional seniority or time toward tenure shall not accrue during the time served as a job-sharer.
  - h. At the end of the school year, job-sharers can resume their full-time positions with all the rights and privileges afforded to full-time teachers.
  - i. The parties will create a job share application which will be agreed to by the Federation President and the Superintendent.

**ARTICLE XV - TEACHING LOAD**

- A. Teachers in the middle and secondary school will be required to report no earlier than 7:30 a.m. The District may request volunteers to report twenty (20) minutes earlier for supervision needs.

B. Traditional Schedule

Teachers in the middle and secondary school may be assigned no more than five (5) classes plus a supervisory responsibility within the five (5) day schedule of eight (8) periods per day. A supervisory responsibility shall be defined as a maximum of five (5) periods per five (5) day week and includes team time, study hall,

cafeteria duty, hall duty, academic support center, and learning center. The teaching load of teachers shall not exceed thirty (30) periods of student contact time per five (5) day week. On a voluntary basis, if requested by the district, teachers may accept a sixth class in place of a supervisory responsibility.

OR

C. Modified Block Rotation Schedule

Teachers in the middle/secondary school may be assigned no more than four (4) teaching blocks plus a supervisory responsibility in the (6) block day. The teaching load of teachers shall not exceed thirty six (36) blocks of student contact time during the eight (8) day schedule. A supervisory responsibility shall include team time, study hall, cafeteria duty, hall duty, learning center, and academic support center. On a voluntary basis, if requested by the district, teachers may accept a fifth teaching block in place of a supervisory responsibility. Special Education, Music, Art, Home & Career Skills, Technology, and Physical Education may have a fifth block assignment if required by student requests and/or scheduling demands.

A block is a 56 minute time slot per day.

A day contains six (6) blocks.

- D. Special Education, Music, Art, Home & Career Skills, Technology, and Physical Education may have a sixth class assignment if required by student requests and/or scheduling demands.
- E. Every effort will be made to assign homerooms to academic teachers first before making such assignments to non-academic teachers. The assignment to non-academic teachers will be done on an equitable rotating basis.
- F. Elementary teachers, grades Extended Day K through 6, including special education teachers, shall have a minimum planning time of 35 minutes per day and an average planning time of 45 minutes per day per week during the student day for teaching responsibilities. For the life of this agreement, teachers in grades Extended Day K through 6 shall have a 45 minute unencumbered lunch period.
- G. Release Time - Elementary Parent-Teacher Conferences. For the purpose of parent-teacher conferences, the elementary school shall be dismissed by 11:30 a.m. four times during each school year so long as the 180 day school year requirement is met.
- H. Elementary early dismissal time will be jointly planned. On scheduled elementary early dismissal days students will be dismissed no later than 1:30 p.m.
- I. The district will make every effort to equalize the number of preparations of each high school teacher in accordance with the instructional needs of each department.
- J. On a voluntary basis, teachers advising students in approved credit-bearing independent study programs shall be released one day/week of administrative/supervisory assignment for each student up to a maximum of four (4) students.
- K. The superintendent of schools will meet with the Federation president by July 15 to explain staffing needs and assignments for the coming school year. If unusual circumstances arise after July 15, the superintendent will confer with the Federation president.
- L. By June 1 the High School Principal will discuss with the Federation President or designee scheduling assignments regarding the current school year prior to construction of the next school year's schedule.

## **ARTICLE XVI - RIGHTS AND PRIVILEGES OF THE FEDERATION AND ITS MEMBERS**

- A. **Released Time for Federation President:** The Federation president, or his designees (designees will be named by October 1) shall be granted combined released time for thirty (30) one-half (1/2) days per semester upon two (2) days notice to the superintendent. If it is necessary to provide substitute teachers for the released time granted herein, the Federation will reimburse the District for the cost of said substitutes. The District will submit its statement to the Federation reflecting the cost at the end of each semester. The Federation president shall not be assigned administrative/supervisory duties.

When the Federation president is an elementary school teacher, and when the release time addressed in this clause cannot be routinely scheduled, the first 20 days per year of his/her released time for Federation business shall go unbilled by the District.

- B. All building facilities shall be available for Federation business as stated below.
1. At the beginning of the school year, the President of the Federation shall submit a list of regularly scheduled Federation meetings for the school year. Such list shall include dates, times, and places. If the facilities are available, they may be used by the Federation for Federation meetings at no cost.
  2. In the event of emergency meetings, the president shall inform the superintendent concerning date, time, and place as soon as he/she is aware of the need. The superintendent will determine if the facilities are available.
  3. The Federation shall be responsible for the facilities the same as any other user organization.
  4. The district will provide the Federation with office space in the building where the Federation president is employed. The Federation will be responsible for all telephone expense.
- C. **Released Time for Official Hearings and Investigations:** Members of the Federation who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted released time with full compensation.
- D. **Board Minutes:** Minutes of the Board of Education meetings shall be distributed to the designated Federation representative in each building for posting as soon as prepared, typed, and duplicated. The Federation president will provide to the superintendent by October 1, the individual in each building who is the designated Federation representative responsible for such distribution.
- E. A Federation designated building representative in each building shall have the right to call a meeting with the building principal and teachers in his/her building to discuss administrative policies and their effects on teachers and other matters of mutual concern to teachers and the building administrator. Such meetings shall not be held during school hours and the building principal shall have the right to determine whether or not the matter to be discussed warrants a meeting, and when it should take place.
- F. The Federation will be allotted one hour within the first work day of each work year for a meeting of members to conduct Federation business. The District shall set aside the third Tuesday of every month for Federation meetings. District of building meetings shall not be scheduled on this Tuesday except where an emergency requires the administration to call a meeting.
- G. The District will provide the Federation President a bargaining unit seniority list by March 1 of each school year.
- H. By no later than June 1 of each school year, the Superintendent and the Federation President will meet to discuss parent teacher conference dates for the next school year.

## ARTICLE XVII - EVALUATION PROCEDURES

### A. Classroom Observations

#### 1. Rationale

The 1999 implementation of Commissioners Regulations regarding the Annual Review of Professional Performance for all schools in New York State requires that all professional staff undergo a performance review annually. Such reviews shall indicate:

- a. the degree to which content knowledge is evident
- b. the degree to which planning and preparation are evident
- c. the appropriateness of the methodology of instructional delivery
- d. the degree to which classroom structure and control positively affect student learning
- e. the ability of the professional to execute effective diagnosis of student needs
- f. the degree to which the professional evaluates and assesses student understanding in appropriate and varied ways
- g. the degree to which the professional exhibits collaboration with others
- h. the degree to which the professional participates in reflective and responsive practice

#### 2. Procedure

- (a) All observation forms, procedures, etc., are to be made available and explained to the entire staff at the beginning of the school year by the building administrator.
- (b) For the purpose of this procedure, a supervising administrator will mean a superintendent or building principal. The pupil personnel services director shall be considered a supervising administrator for special education and speech and hearing teachers as well as psychologists and counselors/social workers.
- (c) Reasons for individual ratings and suggestions for improvement, if necessary, should be clearly and specifically explained in writing for the areas of observation.
- (d) A post conference shall be held the same day as the observation, if possible, and shall not occur later than five (5) school days following the observation. A copy of the classroom observation shall be given to the teacher.
- (e) Each observation shall normally be for an entire period or lesson.
- (f) Teachers shall be shown completed observation forms and, to indicated they have seen them, sign them.
- (g) The teacher, if he/she disagrees with an evaluation, may write a comment or objection on the back of the evaluation form.
- (h) Refer to Annual Professional Performance Review, Appendix C, for the complete report.
- (i) The APPR Committee will be made up of three (3) teachers appointed by the Federation President and three (3) administrators.



## **B. Confidentiality and Accessibility of Records**

1. Confidentiality of evaluation records shall be maintained. No copy shall be available to inspection by a third party without permission of both parties, unless used in a fair dismissal procedure, court proceedings, or the commissioner's hearings. (Third party shall be defined as those other than school administrators and the evaluated teacher and his/her representative.) The Board of Education shall have access to such records in accordance with its rights under Education Law and in accordance with decisional law.
2. Individual unit members shall have the right of access, with a representative(s) of his/her choice, to all materials contained in any and all records and/or files maintained by the District that pertain to the unit member's employment. Further, the unit members shall have the right to copy all materials contained in such files and/or records. Such review shall not include reference information supplied by previous employers or other sources.
3. No materials shall be added to any file and/or record maintained by the District pertaining to the teacher's employment without the teacher's knowledge.
4. Any summary presented to any other party shall accurately reflect the information on the observation forms.
5. Forms (Appendix C) to include:
  - a. Instructional Staff Summative Rubric
  - b. Pre-tenured Evaluation/Observation Form
  - c. Professional Development Plan
  - d. Professional Responsibilities Summary
  - e. Annual Professional Performance Review (April 2009)

## **ARTICLE XVIII - COMPENSATION FOR INJURY**

- A. All teachers are covered by Workmen's Compensation Insurance which protects them in case of accident while on duty. In the event of such an accident, the teacher should immediately notify the principal so that the proper forms may be executed by the school authorities and attending physician.
- B. Whenever a regularly employed teacher is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, and the teacher has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence but not to exceed six (6) months. The amount of any weekly Workmen's Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave. In any event, any Workmen's Compensation award made for a permanent disability due to such injury will be retained by the unit member.
- B. The District will reimburse teachers 100% of the cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged or destroyed as result of an injury sustained in the course of the teacher's employment, when the teacher has not been personally negligent with reference to the incident. Such incident must be reported within two (2) days of the loss.

## **ARTICLE XIX - DEDUCTIONS**

- A. Teachers have the right to join or not to join any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment.
- B. The District agrees to make such deductions from the salaries of its employees as are necessary for dues to the Wheatland-Chili Federation of Teachers, New York State United Teachers, and the American Federation of Teachers. Authorization must be individual and on a form provided by the Federation.
- C. No later than October 1, the Federation shall submit a list of members for whom dues shall be deducted and authorization cards for those who do not have cards on file.
- D. The Federation shall also certify the amount of dues to be deducted for each of the organizations involved for the current fiscal year.
- E. Deductions will commence with the first paycheck on October and shall continue in equal installments coinciding with the remaining pay periods in the fiscal year.
- F. The District further agrees to make such deductions from the salaries of its employees permissible by law as may be requested by said employees from time to time, including but not limited to insurances, VOTE/COPE, NYSUT Benefit Trust, tax sheltered annuities, U.S. savings bonds and E bonds, and credit union deductions. It shall be the individual responsibility of each employee to inform the district of the desired deductions, and to fill out and sign the necessary forms.

## **ARTICLE XX - MISCELLANEOUS**

- A. Savings Clause: If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Physical Examination
  - 1. Unit members who have a physical exam and submit the results of such exam to the district after submission to their health insurance provider shall be reimbursed the costs of such physical exam up to a maximum of \$100. The physical exam shall be solely at the discretion of the unit member. Unit members may exercise the reimbursement benefit once only in a period of three (3) years.
  - 2. The cost of physical exams required by the district shall be borne by the district.
- C. Staff Appointments: The administrative staff shall recommend that all full time professional teaching positions be filled with certified provisional, permanent, or on waiver list teachers, subject to the approval of the Board of Education.
- D. Mileage Allowance: Unit members who are required to use their personal automobile for any school related business, which includes between district buildings, will be compensated at the current IRS per mile allowance.
- E. Professional Growth: Teachers are expected to take steps as professional people to improve their teaching competency and to grow in technical skill and teaching stature. In addition to professional growth or inservice education opportunities sponsored by the school district, teachers are expected to participate in appropriate professional activities as part of their own professional growth program. Expenses incurred at professional meetings, conference, workshops or costs for professional materials which are of interest to teachers and meet some need of the school district may be reimbursed by district funds providing prior approval of the administration has been granted. No student teacher will be assigned to a unit member without the unit member's consent or the administration's consent.

- F. Academic Freedom: The district and the Federation agree to insure that academic freedom prevails in the Wheatland-Chili school system.
- G. School Calendar: The calendar shall be discussed in good faith between the Federation President and Superintendent. Their discussions will include adjustments in the work schedules, beginning date of the school year, holidays/recess, and conference and early release days. The school calendar is the responsibility of, and subject to change by, the Board of Education.
- H. Curriculum Leaders: A Curriculum Leader is a faculty member, selected by members of a given curriculum area or areas, and approved by the principal and superintendent. If not approved, the principal will meet with the curriculum area or areas and a name or names will be submitted by the curriculum area or areas involved. The Curriculum Leader shall serve as an advocate for curriculum in the area(s) to which he/she is assigned and the school in general. The basic responsibility of the Curriculum Leader is to facilitate communications between staff and administration.

Each designated curriculum area shall submit the names of not more than two nominees, to serve as Curriculum Leader, to the principal by May 1 each year. The principal and superintendent shall select, and the Board of Education shall approve by June 1, one of the nominees to serve as Curriculum Leader for the following school year.

Curriculum Leaders will receive 20 one-half days of release time for curriculum duties per year.

Staff members appointed by the Board of Education to Curriculum Leader positions shall be compensated on a six(6) step schedule (base plus five(5) increments) given the following base for each year and increment:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>Increment Cost</u>
First Year of Service	\$3,179	\$3,268	\$3,359	\$180

The Curriculum Leader job description is contained in Appendix B.

I. Committee Chairperson Stipends

Unit members who serve as chairpersons of building site-based management teams or curriculum council, whichever is in place, shall receive a stipend of \$443. Special Education teachers and other regular classroom teachers with full-time appointments to the CSE shall receive a stipend of \$443.

J. Consulting Teacher

Whenever any unit member volunteers for and is assigned a student teacher by any college or university, the unit member has the right of first refusal in the event that the compensation is in the form of a tuition waiver. If the unit member does not choose to use the tuition waiver, it shall be signed over to the district to be made available to other unit members. The unit member may accept a stipend in the event that it is offered as compensation for consulting teachers.

### ARTICLE XXI - DURATION

This agreement shall be effective July 1, 2009, and shall continue in full effect through midnight, June 30, 2012, and each year thereafter unless amended by the parties.

In the event either party wishes to amend this agreement, written notice to the party shall be given not later than December 15 immediately preceding termination of the agreement. Amendments resulting from such negotiation shall be effective the following July 1 or at such time as may be mutually agreeable to the parties. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

WHEATLAND-CHILI FEDERATION OF TEACHERS

By: Patricia Bruno  
Patricia Bruno, WCFT President

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT

By: Tom A. Gallagher  
Thomas Gallagher, Superintendent of Schools

DATED: 10/30/09

# APPENDIX A

## SALARY SCHEDULES

<u>Step</u>	Salary <u>2009-10</u>	Salary <u>2010-11</u>	Salary <u>2011-12</u>
Off			87,987
Off		84,891	87,349
Off	81,884	84,271	86,521
Off	81,282	83,467	83,361
Off	80,502	80,399	80,203
Off	77,523	77,333	77,041
Off	74,546	74,263	73,881
Off	71,566	71,195	70,720
Off	68,587	68,127	67,560
19	65,608	65,058	64,382
18	62,629	61,973	62,369
17	59,634	60,018	60,140
16	57,736	57,854	57,335
15	55,635	55,131	55,180
14	52,992	53,038	53,008
13	50,960	50,930	52,217
12	48,913	50,162	51,138
11	48,167	49,115	50,276
10	47,150	48,277	49,169
9	46,337	47,203	48,061
8	45,294	46,127	46,954
7	44,250	45,052	46,166
6	43,206	44,288	45,364
5	42,464	43,509	44,548
4	41,708	42,717	42,901
3	40,938	41,117	41,717
2	39,385	39,968	40,559
1	38,270	38,844	39,426
B5	40,464	41,509	42,547
B4	39,708	40,716	40,901
B3	38,938	39,117	39,707
B2	37,385	37,968	38,559
B1	36,270	36,844	37,426
<u>Longevity</u>			
20 years	1,621	1,621	1,621
25 years	2,478	2,478	2,478
30 years	3,262	3,262	3,262

## **APPENDIX B**

### ***CURRICULUM LEADERS***

#### **Responsibilities**

1. Coordinate the development of a content area strategic plan, outlining goals, action plan, and timeline.
2. Coordinate curriculum planning and development in cooperation with the director of curriculum and building principal.
3. Acts as a communications and resource liaison between the two schools and district administration and members of the assigned curriculum area.
4. Serves as a resource person to personnel within his/her assigned area.
5. Confers with staff members and administration about student needs, teaching methods, techniques, materials, and subject matter.
6. Attends in-house meetings as requested.
7. Assists in the collection of data and preparation of reports pertaining to his/her assigned area and informs students, faculty, and the community of departmental data in cooperation with the building principal and director of curriculum.
8. Recommends to the building principal possible scheduling of classes and appropriate assignment of personnel.

#### **Curriculum Leader Assignments**

1. English K-5
2. English & LOTE 6-12
3. Math K-5
4. Math 6-12
5. Science K-5
6. Science 6-12
7. Social Studies K-5
8. Social Studies 6-12
9. Fine Arts & Performing Arts
10. Special Education K-5
11. Special Education 6-12
12. Health, Physical Education & Occupational Education

## **APPENDIX C**

### ***ANNUAL PROFESSIONAL PERFORMANCE REVIEW***

***(proposed updates as of April 17, 2009)***

# Annual Professional Performance Review



*Proposed Updates as of April 17, 2009*



# **Annual Professional Performance Review Wheatland-Chili Central School District**

## **APPR – Process Overview**

- ❖ Supervising administrators will give an overview of the APPR process at the beginning of each school year.
- ❖ This process will be the evaluation process used for all teachers.
- ❖ An APPR Review Team, with equal representation of teachers and administrators, will meet on an annual basis to review the process, procedures, and forms used. Any proposed changes will be presented to the WCFT and to the superintendent of schools for consideration.

## **Pre-tenured Teachers - Process Overview**

- ❖ Pre-tenured teachers will be observed at least quarterly by an administrator.
- ❖ Beginning at the conclusion of year one, teachers will set instructional goals for the subsequent year using the APPR Goal Setting Form.
- ❖ Teachers may choose to use the Annual Reflection Form to enhance summative conversations with their supervising administrator.
- ❖ Evidence collected by the teacher and observations by the administrator will be used to complete an Instructional Staff Rubric. The five domains within the rubric will be completed holistically over a period of three years.
- ❖ This rubric and any other observation/evaluation forms in the third year will help formulate the decision to recommend the teacher for tenure.

## **Pre-Tenured Teachers - Observation/Evaluation Procedures**

- ❖ Administrator will use the attached Evaluation/Observation Form.
- ❖ Teacher and administrator will refer to the Instructional Staff Rubric with descriptive subdomains as a guide.
- ❖ Teacher will focus on one or more of the subdomains of professional evaluation outlined in the form.
- ❖ Administrator will use the deliberately open-ended, narrative portion of the observation form to include a variety of pertinent observations and comments related to any of the areas of evaluation.
- ❖ Administrator will disallow any specific amount of space or attention to matters not pertinent or unrelated to the observable behaviors of the teacher. The narrative, that is, may involve observations and comments on the five domains, or may focus on only those domains most pertinent to the lesson.
- ❖ Teacher and administrator will have a pre- and post- observation conference during which they will discuss planning for the lesson/session, expected observable student and teacher outcomes, the connection of the lesson to

previous instruction and/or instruction planned for the future, and any other pertinent information to be shared by either party.

- ❖ Administrator will follow past practice, allowing the teacher the opportunity to comment on and/or rebut the written summary on any evaluation form to be placed in his/her file.
- ❖ Administrator will encourage any pre-tenured teacher to seek assistance and counseling from the WCFT if a summary rebuttal on any evaluation is planned.

### **Pre-tenured Teachers - Summative Annual Evaluation and Professional Development Planning**

- ❖ An annual review will be held with the supervising administrator and the pre-tenured teacher being evaluated.
- ❖ Teacher under review will have an opportunity to comment on and/or rebut any item.
- ❖ Goal setting is to be developed by the pre-tenured teacher under review in cooperation with the supervising administrator each year.
- ❖ Based on last year's performance, and the teacher's current needs, one or more goals for improvement of the teacher's performance can be included in the new Goal Setting Form.
- ❖ When goals cannot be agreed upon, the teacher's supervising administrator will determine the goals required in order to improve the teacher's performance.

### **Pre-tenured Teachers - Tenure Considerations**

- ❖ Teachers whose summative evaluations are unsatisfactory in any area of the rubric may not be recommended for tenure.
- ❖ Applicable New York State law will prevail in the awarding or denial of tenure in all cases, including the right of teachers tenured elsewhere or in other subject areas to a reduced probationary period, the right of the administration to recommend tenure at any time during the probationary period but not later than those dates prescribed by law, and the right of the individual to be granted an extension of the probationary period by mutual agreement with the administration (Juul agreement). The awarding of tenure is the sole and exclusive right of the Board of Education and will be based upon the recommendation of the superintendent as prescribed by education law.

### **Tenured Teachers – Process Overview**

- ❖ In cooperation with an appropriate supervising administrator, each tenured teacher will use the Goal Setting Form on an annual basis to create a Professional Development Plan. There will be a mutually agreed upon 12 month timeline.
- ❖ In the case where more than one administrator supervises the work of a given teacher, that teacher may request a particular administrator work with him or her on completing the APPR and Professional Development Plan.

- ❖ This process is meant to recognize the professionalism of tenured teachers, the significance of their involvement in reflective practice, and the continuous improvement of their professional skills.
- ❖ It is designed to be a more engaging process of reflection and ownership of responsibility for continuing growth and improvement in one's own professional practice.
- ❖ Tenured teachers are advised to collect evidence representative of their work in support of the five domains in the Instructional Staff Rubric.
- ❖ Teachers may choose to use the Annual Reflection Form to enhance summative conversations with their supervising administrator.
- ❖ Tenured teachers, in consultation with their supervising administrator, may refer to the Professional Performance Review Options list to plan for a given year.
- ❖ Evidence collected by the teacher and observations by the administrator will be used to complete an Instructional Staff Rubric. The five domains within the rubric will be completed holistically over a period of three years.

## **Tenured Teachers - Evaluation Procedures**

- ❖ Teachers, in cooperation with a supervising administrator, will use the Goal Setting form to develop goals for the improvement of their practice
- ❖ Teachers will include one or more performance goals in each annual professional development plan.
- ❖ Teachers and administrators will develop goals cooperatively whenever possible to address areas of improvement indicated as needed by either the teacher or the administrator based on the domains of the Instructional Staff Rubric.
- ❖ When goals cannot be mutually determined, the supervising administrator can develop one independent goal to be addressed, while the teacher may develop up to two additional goals.
- ❖ Both teacher and administrator (though lacking agreement) will have a participatory interest in determining what improvements in the teacher's performance will be pursued in the subsequent year.
- ❖ In the event that a tenured teacher's goals for improvement are not met, a revised improvement plan will be formulated jointly as part of the APPR.
- ❖ In the event that the performance of a tenured teacher becomes a matter of concern to the supervising administrator, such that the performance is unsatisfactory or requires discipline, immediate action may be required as allowed by law and the current WCFT contract and will be recognized as an aberration to the planned annual review process.

## Professional Performance Review Options

As part of the annual performance process, each teacher will conference with his or her assigned administrator regarding the instructional process and the goals set in the previous year. As part of this conference, it would be appropriate to include any or all of the following as evidence of the teacher's progress. This list and the accompanying descriptions are intended to be general guidelines, not rigid parameters.

Professional Performance Review options include, but are not limited to, the following:

- **Portfolio** – The portfolio provides teachers with a framework for innovative ways to document performance. It is a purposeful collection of work that exhibits the author's efforts, progress, and/or achievements in one or more areas. A teaching portfolio contains any items that an educator selects to put in it. It can include documents, lesson plans, photographs, video, PowerPoint, or an actual object that supports the professional goal(s). Through the process of collecting, selecting, and reflecting, the portfolio becomes a tool for an individual Professional Development Plan.

*Professional portfolios may include any of the following pieces as well or these options can be chosen separately:*

- **Reflective Teaching Partners** – Two teachers work collaboratively to assess teaching methods and their effects on the students. For example, one teacher may agree to collect information while visiting his/her partner's classroom. After the visit, the teachers meet to discuss their findings. Then they reverse roles. (If coverage is needed for a partner's observation; arrangements should be made with the principal or supervisor. The teacher and supervisor will agree upon the time and frequency of the observations.)
- **Peer Review** – This is a collaborative technique that provides opportunities for teachers working together to practice developing competency on a specific teaching technique or strategy. Peer coaching often has a narrow focus, and helps to facilitate the early use of a skill or strategy, which has been possibly introduced during professional development opportunities or interests the teacher. (If coverage is needed for a partner's observation; arrangements should be made with the principal or supervisor. The teacher and supervisor will agree upon the time and frequency of the observations.)

- **Study Group** – Two or more teachers study an educational topic or issue to explore the instructional implications, and then apply the skill within the context of their instructional setting.
- **Action Research** – One or more teachers collect impact data demonstrating the effects of practice(s) on learning or behavior. A process of identifying an issue, modifying practice and reevaluation occur.
- **Observation** – A formal observation made by the building administrator.
- **Student Work** – On-going discussions by teachers about their students' work can provide teachers important information about the results of their instruction. When teachers reflect on what and how students learn and modify their instruction accordingly, better teaching and learning occur. Student work as evidence of professional growth provides the teacher opportunity to illustrate the types of activities used in class, student responses to the lessons, and/or teacher comments on student work.
- **Professional Development** – Professional development is a continuous process of individual and collective examination and improvement of practice. It should empower individual educators and communities of educators to make complex decisions; to identify and solve problems; and to connect theory, practice, and student outcomes. Professional development also should enable teachers to offer students the learning opportunities that will prepare them to meet world-class standards in given content areas and to successfully assume adult responsibilities for citizenship and work. Attending and reflecting upon professional development opportunities can help teachers achieve their professional goals.
- **Published Work** – Teachers may use their own published work as an evaluation opportunity.
- **Exemplary Lessons and/or Units** – One or more teachers may use their lessons or units as exemplary showcases of curriculum aligned to the New York State standards for evaluation purposes.
- **National Board Certification** – Recognizing that this is a huge undertaking, teachers can have a discussion with their principal to use this process as their APPR process for one year.

- **Lesson Study** – Lesson Study is an ongoing, collaborative, professional development process that was developed in Japan. Lesson Study involves a group of teachers working together on a broad goal and developing lesson plans that are collectively observed, analyzed, and revised. Their focus throughout this process is on improving student thinking and making their lessons more effective.

The basic Lesson Study procedure is as follows:

1. Select a broad goal, such as increasing your students' abilities to reason mathematically, or increasing their confidence in their mathematical abilities. Drawing on test item analyses is a great way to establish meaningful goals.
  2. Select a unit to focus on and analyze the current abilities and needs of your student population.
  3. Select a lesson to develop together, being sure to look at how the skills for that lesson fit in the continuum of skills across grades. Also think about how evidence of student thinking can be observed during the lesson.
  4. Teach the lesson and observe it.
  5. Get together to discuss and analyze the lesson.
  6. After discussing your observations, work together to revise the lesson, and then have another teacher teach the lesson, then repeat the observation and discussion.
  7. Document your changes in your lesson plans, unit plans, and curriculum maps.
- **Other** – This open category allows a teacher to be innovative in developing a personal plan for professional/instructional growth.

# Wheatland-Chili Central Schools

## Evaluation / Observation Form

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_

Focus Area(s) – connect each skill area to an observation date

<b>Planning and Preparation – Domain 1</b>	<b>Optional Comments</b>
1.1 Demonstrates current knowledge of instructional content and curriculum	
1.2 Integrates instructional formats that demonstrate current knowledge of effective instructional practices	
1.3 Constructs learning objectives based on current district curricula / NYSED Standards	
1.4 Designs instructional activities to accommodate differences in student learning	
1.5 Designs meaningful and relevant student work to engage students in learning	
1.6 Demonstrates knowledge and use of instructional resources and materials	

<b>Classroom Work/Environment - Domain 2</b>	
2.1 Creates an environment of respect and rapport	
2.2 Establishes a culture for learning	
2.3 Demonstrates high expectations for all students' learning	
2.4 Creates effective routines and procedures for managing the classroom	
2.5 Manages student behaviors and responds to misbehavior in an appropriate manner	
2.6 Organizes and maintains the physical classroom space	

<b>Delivery of Instruction or Services – Domain 3</b>	
3.1 Communicates clearly and accurately	
3.2 Uses a variety of instructional strategies in response to diverse student needs	
3.3 Links instruction to students' prior knowledge	
3.4 Incorporates questioning and discussion techniques that encourage student participation and foster learning	
3.5 Lessons are executed to actively engage students in learning	
3.6 Uses technology to enhance instructional practices and learning	
3.7 Conveys enthusiasm for the learning and encourages students to value the subject	

**Student Assessment – Domain 4**

4.1 Clearly communicates assessment standards used to evaluate student work	
4.2 Selects assessment techniques congruent with instructional objectives	
4.3 Provides timely, specific, and constructive feedback to support student learning	
4.4 Regularly assesses student work to evaluate progress and inform instruction	
4.5 Uses a variety of formative and summative assessments	

**Professional Responsibilities – Domain 5**

5.1 Assesses job performance	
5.2 Maintains accurate records of instructional and non-instructional information	
5.3 Communicates effectively with families, community, and other staff members	
5.4 Contributes to school and District through involvement in school and district based activities	
5.5 Pursues professional growth opportunities that contribute to the well being of students	
5.6 Conducts self in a professional manner	

**Administrator's Evaluation Statement:**

We, the undersigned, agree to this evaluation statement:

Teacher's signature \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's signature \_\_\_\_\_ Date: \_\_\_\_\_



## ***Wheatland-Chili APPR – Goal Setting Form***

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_

Focus Area(s): Highlight skill areas that will be addressed under this plan.

### **Planning and Preparation – Domain 1**

1.1 Demonstrates current knowledge of instructional content and curriculum
1.2 Integrates instructional formats that demonstrate current knowledge of effective instructional practices
1.3 Constructs learning objectives based on current district curricula / NYSED Standards
1.4 Designs instructional activities to accommodate differences in student learning
1.5 Designs meaningful and relevant student work to engage students in learning
1.6 Demonstrates knowledge and use of instructional resources and materials

### **Classroom Work/Environment – Domain 2**

2.1 Creates an environment of respect and rapport
2.2 Establishes a culture for learning
2.3 Demonstrates high expectations for all students' learning
2.4 Creates effective routines and procedures for managing the classroom
2.5 Manages student behaviors and responds to misbehavior in an appropriate manner
2.6 Organizes and maintains the physical classroom space

### **Delivery of Instruction or Services – Domain 3**

3.1 Communicates clearly and accurately
3.2 Uses a variety of instructional strategies in response to diverse student needs
3.3 Links instruction to students' prior knowledge
3.4 Incorporates questioning and discussion techniques that encourage student participation and foster learning
3.5 Lessons are executed to actively engage students in learning
3.6 Uses technology to enhance instructional practices and learning
3.7 Conveys enthusiasm for the learning and encourages students to value the subject

### **Student Assessment – Domain 4**

4.1 Clearly communicates assessment standards used to evaluate student work
4.2 Selects assessment techniques congruent with instructional objectives
4.3 Provides timely, specific, and constructive feedback to support student learning
4.4 Regularly assesses student work to evaluate progress and inform instruction
4.5 Uses a variety of formative and summative assessments

### **Professional Responsibilities – Domain 5**

5.1 Assesses job performance
5.2 Maintains accurate records of instructional and non-instructional information
5.3 Communicates effectively with families, community, and other staff members
5.4 Contributes to school and District through involvement in school and district based activities
5.5 Pursues professional growth opportunities that contribute to the well being of students
5.6 Conducts self in a professional manner

### Goal Setting Plan Matrix

What are my goals?			
Why am I setting these goals? (Rationale)			
Which rubric domains / subdomains apply?			
What strategies will be used to achieve these goals?			
What evidence will be collected to document my work?			

We, the undersigned, agree to this APPR goal setting plan:

Teacher's signature \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's signature \_\_\_\_\_ Date: \_\_\_\_\_

# Wheatland-Chili Central Schools

## *Annual Reflection Form (optional)*

Staff Member: \_\_\_\_\_ Administrator: \_\_\_\_\_

1. To what extent did I achieve my professional goals this year?
  
  
  
  
  
  
  
  
  
  
2. How did my work toward achieving these goals enhance my teaching and/or student learning?
  
  
  
  
  
  
  
  
  
  
3. How did I alter my goals or instructional plan during the year?
  
  
  
  
  
  
  
  
  
  
4. If I did not achieve a goal I set for this year, what will I do differently?
  
  
  
  
  
  
  
  
  
  
5. What goals will I set for next year? Include the skill areas or domain you will address.

Teacher's signature \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's signature \_\_\_\_\_ Date: \_\_\_\_\_

## Wheatland-Chili Instructional Staff Rubric

**Staff Member:**

**Administrator:**

**Dates of Summary Meetings:**

### Domain 1 - Planning and Preparation

	Unsatisfactory	Basic	Proficient	Distinguished
<i>1.1 Demonstrates current knowledge of instructional content and curriculum</i>	Provides limited or shallow content knowledge, or provides students with erroneous information.	Displays basic content knowledge. Demonstrates knowledge of the district and/or state curriculum.	Displays solid content knowledge and makes connections between elements of the subject area. Demonstrates ability to apply the district and/or state curriculum.	Displays extensive content knowledge, with evidence of continuing pursuit of such knowledge. Is an expert on district and/or state curriculum.
<i>1.2 Integrates instructional formats that demonstrate current knowledge of effective instructional practices</i>	Instruction shows little understanding of appropriate practice for the content. Shows little or no knowledge of formats for presenting information and little understanding of the range of possible formats.	Instruction shows basic application of practice to match the content. May not have full mastery of direct instruction, but has basic components. May occasionally implement other formats for presenting information.	Instruction reflects current research on best practices within the discipline, but may have marked strengths in some formats over others. Has mastery of direct instruction and at least two other formats for presenting information. Good match between formats and content in planning.	Shows mastery of a wide variety of diagnostic/instructional/therapy formats, (e.g. cooperative learning, direct instruction, class discussion, stations, student presentations, etc.). Continues to search for best practices within the discipline. Selects format best suited for presenting information.
<i>1.3 Constructs learning objectives based on current district curricula / NYSED Standards</i>	Learning objectives represent low expectations for students and lack of rigor. They do not reflect core learning in the discipline or a connection to a sequence of learning.	Learning objectives represent moderately high expectations and rigor. Some reflect core learning in the discipline and at least some connection to a sequence of learning.	Most learning objectives represent high expectations, rigor, and core learning in the discipline. They are connected to a sequence of learning.	All learning objectives represent high expectations, rigor, and core learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.

### Domain 1 - Planning and Preparation (cont'd)

1.4 Designs instructional activities to accommodate differences in student learning	Instructional activities are not suitable to students or to instructional outcomes and are not designed to engage students in active intellectual activity.	Only some instructional activities are suitable to students or to instructional outcomes. Some activities represent a moderate cognitive challenge, but with no differentiation for students.	All of the instructional activities are suitable to students, or to instructional outcomes, and most represent significant cognitive challenge with some differentiation for groups of students.	Instructional activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity and are differentiated, as appropriate, for individual learners.
1.5 Designs meaningful and relevant student work that engages students in learning	Work lacks context, meaning, or relevance and is not congruent with curriculum requirements.	Work has some meaning or relevance, but may be disconnected from other learning or meaning and relevance may be unclear. Work clearly derives from the curriculum. There is little or no student choice.	Work has either meaning or relevance to these students; content is valued by the students, at the appropriate level of difficulty. Work will clearly result in student acquisition of required knowledge or skills. Skills from other disciplines are also required. Involves some student choice.	Work has both meaning and relevance (students know why they are studying this) and appropriately challenges each individual. Skills from multiple disciplines are included. Involves appropriate student choice.
1.6 Demonstrates knowledge and use of instructional resources and materials	Unaware of resources through school, district, or community, or neglects to use resources available to students.	Displays limited awareness and use of resources and materials available through school, district, or community. Aware of some resources and materials for students who need them.	Fully aware of and utilizes resources and materials available through school, district, or community and knows how to gain access for students who need them.	In addition to school/district/community resources and materials, accesses additional resources through other venues (i.e. professional organizations).

Holistic comments with  
Regard to Domain 1:

-----Unsatisfactory-----Basic-----Proficient-----Distinguished--

## Domain 2 - Classroom Work/Environment

	Unsatisfactory	Basic	Proficient	Distinguished
<i>2.1 Creates an environment of respect and rapport</i>	Interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to age or culture; interactions characterized by conflict.	Interactions generally appropriate but may have some respect/rapport inconsistencies.	Interactions are friendly and show warmth, caring, and respect. Students exhibit respect for the staff person and interactions with each other are polite and respectful.	Demonstrates genuine caring and respect for each student as an individual. Students respect staff and demonstrate genuine caring for one another.
<i>2.2 Establishes a culture for learning</i>	Staff member fails to establish a positive environment for learning. Students show disinterest and general lack of motivation.	Staff member creates a satisfactory learning environment. There is some student interest in the content and motivation is evident.	Staff member creates an above average learning environment. Student interest and motivation is evident.	Staff member creates a superior learning environment with varied approaches to learning. Student interest and motivation are high.
<i>2.3 Demonstrates high expectations for all students' learning</i>	Staff member demonstrates inconsistent and/or low expectations for student achievement.	Staff member conveys consistent expectations for student achievement.	Staff member conveys consistently high expectations for student achievement.	Staff member demonstrates and maintains high expectations for the work and learning of all students in the room.
<i>2.4 Creates effective routines and procedures for managing the classroom</i>	There is little evidence of a classroom management plan.	Staff member has developed an adequate classroom management plan but implementation is inconsistent.	Staff member has developed and implemented a clear classroom management plan that improves the quality of instructional time.	Staff member has implemented and established a coherent classroom management plan that significantly improves the quality of instructional time. Students are able to self-monitor behavior.



## Domain 2 - Classroom Work/Environment (cont'd)

2.5 Manages student behaviors and responds to misbehavior in an appropriate manner	No standards of conduct appear to have been established or they are ineffective. Student behavior is not monitored and staff person is unaware of what students are doing. Staff person may be overly repressive; response does not respect student's dignity or is ineffective and inconsistent.	Standards of conduct appear to have been established for most situations and most students appear to understand them; staff person is generally aware of student behavior but may miss an occasional occurrence; staff member's response to student misbehavior may have uneven results.	Standards of conduct are clear to all students; staff member is alert to student behavior at all times; response to misbehavior is timely, effective, appropriate, and respectful of student's dignity.	Standards of conduct are clear to all; monitoring of behavior is subtle and preventive and students take responsibility for each other's behavior; staff member's response to misbehavior is timely, sensitive, individualized, and highly effective.
2.6 Organizes and maintains the physical classroom space	The classroom or workspace is unsafe or furniture arrangement is not conducive to lesson; physical resources are poorly used or learning is not accessible to all students.	The classroom or workspace is safe; furniture/material arrangement fits the lesson; learning is accessible to all students.	The classroom or workspace is safe and furniture arrangement is an asset to lesson format; use of space ensures learning is equally accessible to all students.	The classroom or workspace is safe and students adjust the furniture to advance their own learning; both staff members and students use furniture and physical resources to optimal learning advantage for all students.
Holistic comments with Regard to Domain 2:	<div>UnsatisfactoryBasicProficientDistinguished</div>			



Holistic comments with  
Regard to Domain 2  
(cont'd):

### Domain 3 - Delivery of Instruction or Services

	Unsatisfactory	Basic	Proficient	Distinguished
<i>3.1 Communicates clearly and accurately</i>	Directions and procedures are confusing to students; spoken or written language has many errors; vocabulary is inappropriate, vague or incorrect.	Directions and procedures are clarified if students ask; may be excessively detailed and/or incomplete; spoken language is audible and written language is legible.	Directions and procedures are clear and appropriately detailed; spoken and written language is clear and correct; vocabulary is appropriate to developmental age.	Directions and procedures are clear to students and anticipate possible student misunderstanding; spoken and written language are clear, correct, and expressive. Teacher's communication skills set an exemplary model for students.
<i>3.2 Uses a variety of instructional strategies in response to diverse student needs</i>	Uses limited instructional strategies and does not address diverse student needs.	Attempts to use a variety of instructional strategies to address diverse student needs.	Successfully utilizes a variety of instructional strategies to meet diverse student needs.	Demonstrates a wide range of instructional strategies aligned to specific lesson content, including student initiated, student directed activities. Diverse student needs are met effectively.
<i>3.3 Links instruction to students' prior knowledge</i>	Little or no connection between prior knowledge and new learning is evident.	Attempts are made to connect prior knowledge with new learning.	Prior knowledge is overtly activated to create a link to new learning.	Prior knowledge is assessed in order to use that information to build a sound anticipatory set for new learning.
<i>3.4 Incorporates questioning and discussion techniques that encourage student participation and foster learning</i>	Teacher uses little or no questioning techniques. Student engagement is limited, restricted, or impeded.	Teacher uses limited questioning techniques, which results in limited student engagement.	Teacher uses varied questioning techniques that engage most of the students, most of the time.	Teacher strategically draws from an array of questioning techniques to directly engage students in scholarly discussion that enriches and extends the learning.

### Domain 3 - Delivery of Instruction or Services (cont'd)

	Unsatisfactory	Basic	Proficient	Distinguished
<i>3.5 Lesson is executed to actively engage students in learning</i>	Fails to engage students in the lesson or activity. Structure and pacing are ill defined, rushed, or too slow.	Engages most of the students most of the time in the planned lesson or activity. There is a recognizable structure to the lesson or activity but pacing may be inconsistent. Student clarification may not be fully addressed.	Engages most students in the lesson or activity most of the time with a clearly defined structure. Pacing is appropriate for a majority of students but not all. Teacher capitalizes on "teachable moments" by acknowledging and responding to student questions or interests.	Engages all students all of the time in learning activities. Pacing is appropriate for all students. Structure clearly shows the content and skills being acquired. Teacher checks for understanding on a regular basis, recognizing and responding to students' needs and honoring their curiosity.
<i>3.6 Uses technology to enhance instructional practices and learning</i>	Little or no instructional technology is utilized in the classroom.	Instructional technology is limited to new ways of presenting information in the classroom.	Instructional technology is utilized to present information, engage students in the learning, and to foster collaboration across the classroom. Some attempts are made to use technology to connect the classroom to the outside world.	Instructional technology greatly enhances student engagement, collaboration, and means to present or convey student work both in and outside the classroom.
<i>3.7 Conveys enthusiasm for the learning and encourages students to value the subject</i>	Little or no enthusiasm for learning is evident. Learning is not connected to real-life context.	Limited level of enthusiasm for learning is evident. Tasks presented have some connection to real-life context.	Teacher creates enthusiasm and involves learners by creating a connection between the classroom content and real-life context in assigned learning tasks.	Teacher brings energy to the classroom by incorporating fresh ideas and engaging learning experiences. Student learning tasks provide a real-life context that creates meaning, challenges, and motivates students' desire to learn.

Holistic comments with Regard to Domain 3:	<div>Unsatisfactory</div> <div>Basic</div> <div>Proficient</div> <div>Distinguished</div>

## Domain 4 – Student Assessment

	Unsatisfactory	Basic	Proficient	Distinguished
<i>4.1 Clearly communicates assessment standards used to evaluate student work</i>	Students are unfamiliar with the assessment tools and methods and do not understand how to successfully meet standards. Little or no evidence of models of quality student work are shared.	Teacher explains assessment tools and methods to be used but not on a regular or consistent basis. Quality models shown to students are sporadic or incomplete leaving learners a vague understanding of how to meet standards.	Teacher regularly explains the assessment tools and methods to be used. Students understand how to successfully meet the standards and are routinely shown models of a range of quality student work.	Teacher embeds congruent assessment tools and methods to give students feedback on skills and content acquisition continuously. Students understand how to successfully meet or exceed the standards and are routinely shown models of a range of quality student work.
<i>4.2 Selects assessment techniques congruent with instructional objectives</i>	Objectives are not posted so students do not know the connection between learning goals and assessment techniques.	Objectives are not posted on a regular basis and/or are not written in student-friendly language. Students have difficulty knowing the connection between learning goals and assessment techniques.	Objectives are written in student-friendly language and posted on a regular basis. Students know and can articulate the connection between the stated learning goals and assessment techniques.	Assessments match posted objectives and allow for diverse expressions of learning. Mechanisms are in place for student self-assessment and a means to communicate progress to others. May engage peer or other external evaluators.
<i>4.3 Provides timely, specific, and constructive feedback to support student learning</i>	Lack of feedback leaves students uncertain as to the quality of their work.	Feedback is limited to numeric grades, percentage of assignments completed, or timeliness. Feedback may be specific but delayed.	Feedback provided is timely to provide specific direction to the learners how to improve their work. Teacher is clear and concise in giving feedback before, during, and after the learning topic.	Evaluative feedback is timely and specific before, during, and after the learning topic. Learners independently know what they did correctly, what they still need to work on, and can set a goal to meet all standards.

## Domain 4 – Student Assessment (cont'd)

	Unsatisfactory	Basic	Proficient	Distinguished
<i>4.4 Regularly assesses student work to evaluate progress and inform instruction</i>	Little or no formative assessment occurs. Teacher does not alter instructional plan.	Formative assessment infrequently occurs. Some attempts are made by the teacher to adjust the instructional plan.	Formative assessment regularly occurs. Teachers use these data to alter the instructional plan.	Formative assessments are constantly embedded in the architecture of instructional plans. Teacher seamlessly uses these data to monitor and adjust accordingly.
<i>4.5 Uses a variety of formative and summative assessments</i>	Little or no evidence of formative or summative assessment is evident.	Teacher relies mostly on summative assessments to make judgments on the degree of learning attainment after a topic has been presented and student work completed.	Teacher balances formative and summative assessments before, during, and after a learning topic. Formative data is used to modify instruction and/or differentiate student supports. Assessments may include an oral quiz, written test, performance task, portfolio, or other assessment.	Both teacher and student draw on a variety of assessment data to show growth of student learning over time. Formative assessments are embedded in the fabric of lessons to provide purpose and direction. Teacher and student work together and/or independently to create a plan to meet or exceed set learning standards.



Holistic comments with Regard to Domain 4:	<div> <div>Unsatisfactory</div> <div>Basic</div> <div>Proficient</div> <div>Distinguished</div> </div>

## Domain 5 - Professional Responsibilities

	Unsatisfactory	Basic	Proficient	Distinguished
<i>5.1 Assesses job performance</i>	Does not know if lesson/intervention was effective; profoundly misjudges success of a lesson; has no suggestions for how a lesson may be improved.	Has generally accurate impression of a lesson/intervention's effectiveness and success; makes suggestions about how a lesson may be improved.	Makes accurate assessment of lesson/intervention's effectiveness citing specific references to prove judgment; can make a few specific suggestions which may be tried another time.	Makes thoughtful and accurate assessment of lesson/intervention's effectiveness, citing many specific examples supporting this judgment and weighing relative strength of each; draws on extensive repertoire of skills to cite specific alternatives and the probable success of each.
<i>5.2 Maintains accurate records of instructional and non-instructional information</i>	Systems for maintaining information are unreliable and ineffective.	Systems for maintaining information are only partially effective.	Systems for maintaining information are effective.	Systems for maintaining information are highly effective.
<i>5.3 Communicates effectively with families, community, and other staff members</i>	Provides little information to families; responds infrequently and/or inadequately to parent concerns; communicates ineffectively and/or problematically with staff.	Participates in school's activities for parent communication but offers little additional information; responds minimally to parent concerns; communicates effectively with some staff but has uneven interactions; maintains mostly positive relationships.	Provides frequent information to parents about instructional program and student progress; communicates effectively and maintains collaborative relationships with staff.	Communicates both positive and negative aspects of student progress; handles parent concerns with great sensitivity; adheres to school's procedures; communicates and collaborates effectively and consistently with staff.



## Domain 5 - Professional Responsibilities (cont'd)

	Unsatisfactory	Basic	Proficient	Distinguished
<i>5.4 Contributes to school and district through involvement in school and district based activities</i>	Rarely attends required meetings and school functions. Work attendance is a serious issue.	Rarely misses required school functions. Always contacts appropriate staff to inform them of an absence.	Participates in school or district meetings, events or projects, making a substantial contribution. Shows some leadership in meetings/ functions of school or district.	Participates in school or district events or projects, making a substantial contribution; provides primary leadership role in at least some aspect of school or district life.
<i>5.5 Pursues professional growth opportunities that contribute to the well being of students</i>	Engages in no professional development activities to enhance knowledge or skill in field; makes no effort to share knowledge with others.	Engages in professional development activities to enhance knowledge or skill in field to a limited extent; finds limited ways to contribute to the profession.	Seeks out professional development opportunities to enhance knowledge or skill in field; participates actively in assisting other educators; active in the profession (i.e. serving on committees, membership in professional associations, attends Teacher Center workshops).	Seeks out professional development opportunities to enhance knowledge or skill in field; contributes to the profession in substantial ways (i.e. mentoring, writing articles, making presentations, chairing committees).
<i>5.6 Conducts self in a professional manner</i>	Does not meet all required responsibilities. May fail to follow required procedures.	Meets most required responsibilities and follows most required procedures including timeliness.	Meets all required responsibilities and follows all required procedures including timeliness.	Exceeds required responsibilities and follows required procedures; may show initiative in planning, improving, assisting with redesigning procedures.

Holistic comments with Regard to Domain 5:	<div>Unsatisfactory</div> <div>Basic</div> <div>Proficient</div> <div>Distinguished</div>

